

June 5, 2023

NOTICE TO CONTRACTORS

Sealed bids will be received by the South Dakota Department of Transportation until **1:30 pm, Wednesday, June 21, 2023** at which time they will be opened for the following project(s):

Project Number	PCN	County	Type of Work	Area Engineer
000i-171 000N-171 000P-171 000i-172 000N-172 000P-172	i79N i79P i79Q i79R i79T i79U	Brookings, Codington, Deuel, Grant, Hamlin, Moody, Roberts	Pick Up and Dispose of Roadkill Deer	Matt Brey (605-882-5166)

Should you have questions you are encouraged to contact Area Engineer listed for the project.

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Aberdeen Regional Office and at the following website: <https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Aberdeen Region office for the DOT-123 form that can be used for bidding purposes to the following:

Scott.Schneider@state.sd.us and Michael.Welch@state.sd.us

The email request for the DOT-123 form shall include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

- Company Name**
- Mailing Address**
- Phone Number**

Addendums, if any, will be made available on-line at the above website, no later than **48 hours** prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

CONTENT OF BIDS:

Returned Bids shall include the following ORIGINAL SIGNATURE items all signed in ink:

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.

Bids shall be in sealed envelopes and clearly marked on the outside with the words "BID ENCLOSED" and the letting to which the bid applies. Proposals faxed to the office will not be accepted.

<i>If hand delivering or using a package delivery service, address the envelope:</i>	<i>If using the US Postal Service, address the envelope:</i>
Mark Peterson, Region Engineer Department of Transportation 2735 West Highway 12 Aberdeen, SD 57401	Mark Peterson, Region Engineer Department of Transportation P.O. Box 1767 Aberdeen, SD 57402-1767

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

BONDING & INSURANCE:

A **bid bond** will not be required.

A **performance bond** will not be required.

Unless the successful bidder already has a **Certificate of Insurance** on file in the Bid Letting Engineer's Office in Pierre, one must be furnished to the Region Office in Aberdeen. The contract award is subject to verification of the Contractor Excise Tax License and receipt of the Certificate of Insurance.

MISCELLANEOUS:

Any person engaged in highway construction work in the State of South Dakota must obtain a motor fuel highway contractor tax license.

The Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age or disability in consideration for an award.

The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

The Department of Transportation reserves the right to reject any and all bids.

Sincerely,

DEPARTMENT OF TRANSPORTATION

Mark Peterson
Aberdeen Region Engineer

cc:
C. Bennett
J. Hansen
[M. Brey](#)
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
February 2021
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000I		171		i79N	2329		
		000N		171		i79P	2329		
		000P		171		i79Q	2329		
		000I		172		i79R	2329		
		000N		172		i79T	2329		
		000P		172		i79U	2329		

CITY AND/OR COUNTY: Brookings, Codington, Deuel, Grant, Hamlin, Moody, Roberts BUDGET SOURCE: FY24 Contract Maintenance

REGION MATERIALS CERTIFICATION REQUIRED: YES NO WIP #: _____
 CERTIFIED INSPECTORS/TESTERS REQUIRED: YES NO
 TO BE INSTALLED ON CM&P: YES NO

TYPE, PURPOSE AND LOCATION OF WORK: Pickup and dispose of Road Kill Deer in the Watertown Area.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pickup and Dispose of Road Kill Deer, State Highways	800	Each		
TOTAL					

CONTRACTOR'S PROPOSAL STATEMENT

The undersigned agrees to offer the labor and material in the quantities, at the unit price, for the purpose, in the place, and in accordance with attached provisions. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

SUBSTANTIAL COMPLETION DATE _____ PROPOSED START DATE July 1, 2023
 FIELD WORK COMPLETION DATE June 30, 2024 SIGNATURE _____
 SUBSCRIBED AND SWORN TO BEFORE ME THE PRINTED NAME _____
 DAY OF _____, 20____ COMPANY _____
 NOTARY _____ STR. ADDRESS _____
 My Commission Expires: _____ CITY, STATE, ZIP _____
 DATE _____ (SEAL) PHONE NUMBER _____
 FEDERAL TAX ID NUMBER _____

TO BE FILLED OUT BY STATE PERSONNEL:

The parties agree that the Department of Transportation may execute this contract by electronic signature.

RECOMMENDED FOR APPROVAL: _____
 CONSTRUCTION & MAINTENANCE ENGINEER DATE _____
 AREA / REGION / OPS ENGINEER DATE _____ DIRECTOR OF OPERATIONS DATE _____
 INTERNAL SERVICES / AUDITS DATE _____

ACCEPTED BY SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
 NAME _____ TITLE _____ DATE _____

IF FEDERAL FUNDS WILL BE EXPENDED UNDER THIS AGREEMENT, ACCEPTANCE BY PROJECT DEVELOPMENT IS REQUIRED

PROJECT DEVELOPMENT ENGINEER _____ DATE _____

REV. 4/5/23

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 000i-171, 000n-171n 000p-171, 000i-172, 000n-172, 000p-172
PCN i79N, i79P, i79Q, i79R, i79T, i79U

COUNTY(IES): Brookings, Codington, Deuel, Grant, Hamlin, Moody & Roberts

TYPE OF WORK: PICKUP AND DISPOSE OF ROAD KILL DEER

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Plans for Project – Sheets 1 thru 5.

Special Provision for Restriction on Contracts with Prohibited Entities, dated 1/25/23.

Special Provision for Liability Insurance, dated 4/21/22.

Special Provision for Responsibility for Damage Claims, dated 4/21/22.

Special Provision Regarding Minimum Wage on State Funded Projects, dated 10/24/19.

Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD20230032, dated 3/10/23.

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ROAD-KILLED DEER PICKUP AND DISPOSAL
PROJECT SPECIFICATIONS

The South Dakota Department of Transportation (SDDOT) and the South Dakota Department of Game, Fish, and Parks (SDGF&P), hereafter referred to as the STATE requires road-killed deer promptly be removed from public highway right of way in Brookings, Moody, Codington, Deuel, Grant, Hamlin, and Roberts Counties and disposed of properly.

The STATE agrees to:

1. The SDGF&P will communicate the location of known road-killed deer including the highway number, county, milepost (MRM), or an adequate description of the location from a known point when called by the Contractor.
2. Provide the state Highway Patrol, SDDOT vehicles, local law enforcement and SDGF&P with highly visible, wire staff plastic flags that will be used to mark road-killed deer locations. These flags are to indicate to others the deer has already been reported and to mark locations of road-killed deer not easily seen.
3. Provide the Contractor with a supply of Road-Killed Deer reporting forms.
4. The SDDOT will compensate the Contractor monthly at the contract unit price bid per each deer picked up and disposed of properly. The Contractor may call the SDDOT Watertown Area Office at 605-882-5166 for answers to any payment questions of problems.
5. Provide the Contractor with two magnetic signs which read “Deer Disposal Contractor” to be displayed on the Contractor’s vehicle during the route pickups.
6. Provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-killed deer pickups.
7. Provide the Contractor training and technical support for the SD Roadkill Collection Application.

The CONTRACTOR agrees to:

1. Telephone the SDGF&P for locations of road-killed deer Monday through Friday, during the hours of 8:00 AM and 5:00 PM. The telephone number for the SDGF&P in Codington, Deuel, Grant, Hamlin, and Roberts County is 605-882-5200. The telephone number for SDGF&P in Brookings County is 605-362-2700. The Contractor may arrange a set reporting schedule with the SDGF&P.
2. Pick up all identified road-killed deer within the project limits as shown on the attached maps at least twice a week. The Contractor is not required to drive the entire route at this time but must pick up the deer that have been identified.
3. Conduct a complete round of every route as shown on the attached maps at least once a week and pick up road-killed deer located within public highway right of way that are observed and have not been reported. This round does not need to be completed in one day and could be in combination with the twice a week pickup above.
4. Notify and advise the SDDOT if circumstances occur that may delay performing services under this Agreement. The Contractor will work with the SDDOT to resolve any problems.

5. Advise the SDDOT within twenty-four hours of the discovery of unsafe conditions at any road-kill site that prevents the Contractor from reasonably accomplishing road-killed deer pickup.
6. Complete the State furnished Road-Killed Deer report tally forms for each deer collected. The Contractor shall have a compact GPS device in order to provide all information on the reporting form. The tally forms are to be delivered at the end of each month to the SDDOT, 5000 9th Avenue SE, Watertown, SD 57201. These forms shall be submitted for processing of the monthly payment.
7. Use the SDDOT approved SD Roadkill Collection Application to report each road-killed deer picked up from the public right of way at the time of pickup. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide.
8. Retrieve and return the plastic flags that marked road-killed deer locations to the SDDOT Watertown Area Office.
9. Dispatch properly equipped vehicles with qualified licensed drivers to pick up the road-killed deer
10. Clearly display a SDDOT provided magnetic sign on each side of the vehicle while collecting road-killed deer. The Contractor will return the magnetic signs to the SDDOT at the end of the Agreement term. If the signs are not returned or are returned damaged, the Contractor will replace them at no cost to the SDDOT.
11. Maintain, in good working condition an amber warning light, strobe, or rotating light. The amber light is to be placed on the upper rear or cab of each vehicle used under this contract. The Contractor shall park his vehicle only on the shoulder of the roadway or on a field approach to keep all traffic lanes open.
12. The Contractor's personnel shall be required to wear a safety vest while working within the project limits. The safety vests shall meet the requirements of ANSI-107-2015 Class 2, for the American National Standard for High-Visibility Safety Apparel and Accessories.
13. Dispose of the entire road-killed deer. No deer or parts thereof may be harvested, sold, bartered, or traded. This would include antlers, meat, hide, etc. The entire carcass must be disposed of.
14. The Contractor will dispose of all deer carcasses in accordance with all state laws, regulations, and county and city ordinances. It is the responsibility of the Contractor to verify with the landfills prior to bidding whether they will accept the carcasses and whether fees will apply. The Contractor should contact the South Dakota Animal Industry Board for information pertaining to disposal of deer carcasses on private property. Any questions concerning this matter may be directed to the South Dakota Game, Fish and Parks.

The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

The Agreement may be terminated upon thirty (30) days' written notice by either party. If the Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the SDDOT at any time with or without notice. If termination for such a default is effected by the SDDOT, any payments due the Contractor at the time of termination may be adjusted to cover any additional costs to the SDDOT due to the Contractor's default. Upon termination, the SDDOT may take over the work and may award another party on agreement to complete the work under this Agreement. If after the SDDOT terminates for a default by the Contractor it is determined that the Contractor was not at fault, the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be immediately terminated by the SDDOT. Termination for any of these reasons is not a default by the SDDOT nor does it give rise to a claim against SDDOT.

While performing services under this Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the SDDOT.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the SDDOT. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the Contractor will be the SDDOT's obligation or responsibility.

The Contractor will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The Contractor will procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

The Contractor will indemnify the SDDOT, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the SDDOT, its officers, agents, or employees.

Before the Contractor begins providing service, the Contractor will be required to furnish the SDDOT the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

- A. The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.00.
- B. The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
- C. The Contractor will procure and maintain workers' compensation coverage as required by South Dakota law.

The Contractor will report to the SDDOT any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the Contractor, the SDDOT, or the SDDOT's officers, agents, or employees to liability. The Contractor will report any such event to the SDDOT immediately upon discovery.

The Contractor's obligation under this section will only be to report the occurrence of any event to the SDDOT and to make any other report provided for by the Contractor's duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SDDOT under this section will not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

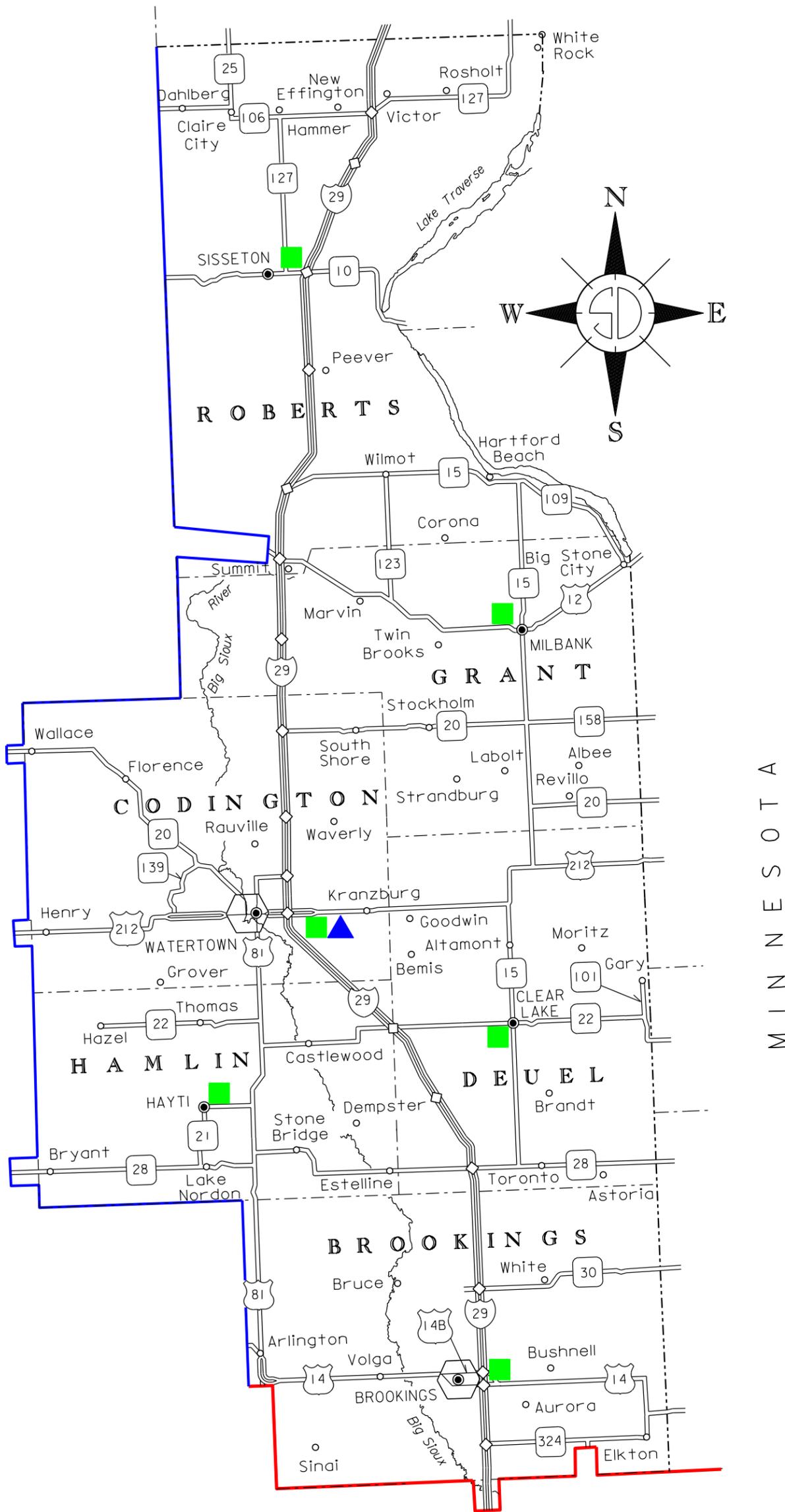
If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

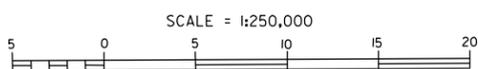
This Agreement will be governed by and construed in the accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Court, Hughes County, South Dakota.

The Contract time shall be from July 1, 2023 through June 30, 2024. The contract may be renewed annually by construction change order if all parties are in agreement.

WATERTOWN AREA



- ▲ - AREA HEADQUARTERS
- - MAINTENANCE UNIT



**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESTRICTION ON CONTRACTS WITH PROHIBITED ENTITIES**

JANUARY 25, 2023

In accordance with the State of South Dakota Office of the Governor Executive Order 2023-02, the following will apply to all contracts:

The bidder certifies and agrees that the following information is correct:

The bidder, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder on this project and terminate any contract awarded based on the bid or response. The successful bidder further agrees to provide immediate written notice to the Department if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
LIABILITY INSURANCE**

APRIL 21, 2022

Section 7.15 – Page 50 – Delete and replace with the following:

7.15 LIABILITY INSURANCE - The Contractor will procure and maintain at the Contractor's expense, during duration of the contract, liability insurance with an insurance company authorized to do business in the state of South Dakota, for damages imposed by law. The insurance will cover all operations under the contract, whether performed by the Contractor or by subcontractors, and will name the State of South Dakota, the Department, and the Department's officers and employees as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, the Department, and the Department's officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law. Before commencing the work, the Contractor will furnish certificates of insurance, certifying that the policies will not be changed or cancelled until 30 calendar days' written notice has been given to the Department.

The certificates of insurance will provide evidence that the Contractor carries sufficient liability insurance to protect the public from injuries sustained by reason of pursuing the work, and that Workers' Compensation Insurance meets the requirements of the South Dakota Workers' Compensation Law.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESPONSIBILITY FOR DAMAGE CLAIMS**

APRIL 21, 2022

Section 7.14 – Page 50 – Delete and replace with the following:

7.14 RESPONSIBILITY FOR DAMAGE CLAIMS - The Contractor will indemnify the State of South Dakota, the Department, and the State's officers and employees, from all suits, actions, or claims of any character, including suits in which the State, Department, or the State's officers and employees are sued, brought because of any injuries or damages received or sustained by any person, persons, or property arising at least in part from the Contractor's operations; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Act", or any other law, ordinance, order, or decree. The Contractor's obligation to indemnify will include the payment of reasonable attorney fees and other costs of defense. So much of the money due the Contractor under and by virtue of the contract as may be considered necessary by the Department for such purpose may be retained for the use of the State; or in case no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid will have been settled and suitable evidence to that effect furnished to the Department. Money due the Contractor will not be withheld when the Contractor produces satisfactory written confirmation from the Contractor's insurer that adequate public liability insurance and property damage insurance providing coverage for such particular claims as may be made is in force, and the Contractor provides evidence the claim has been submitted to the Contractor's insurer. A copy of a certificate of insurance, without further confirmation of coverage for the particular claim being made, will not be sufficient to satisfy the requirement of written confirmation.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION REGARDING
MINIMUM WAGE ON STATE FUNDED PROJECTS**

OCTOBER 24, 2019

This proposal contains a copy of the most recent United States Department of Labor (USDOL) Davis-Bacon Act Wage Decision, adopted by the South Dakota Transportation Commission.

If the amount of this contract, as awarded, is \$100,000.00 or more, the following wage provisions will apply:

1. The Contractor and each related subcontractor will pay all laborers and mechanics working at the site of work unconditionally and not less than once a week, and without subsequent deduction or rebate of any account, other than permitted payroll deductions. The Contractor and each related subcontractor must compute the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment at rates not less than those rates contained in the USDOL Davis-Bacon Act Wage Decision.
2. The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.
3. The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, an electronic certified weekly payroll report. The payroll report must be submitted electronically to the Elation System website. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at <https://mysd.sd.gov/> or can also be accessed at <https://elationsys.com/>. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek. The payroll reports submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i). Weekly transmittals must include an individually identifying number for each employee, such as the last four digits of the employee's social security number, but these weekly transmittals must not include full social security numbers or home addresses. The Contractor is responsible for the submission of certified payroll reports by all subcontractors.
4. Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (SDDOT) Statement of Compliance Form, signed by

the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract. The Instructions for the SDDOT Statement of Compliance Form are found at <https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19>. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form.

5. The Contractor and each related subcontractor will maintain payrolls and basic records relating thereto during the course of the work and preserve these records for a period of three (3) years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, and guards working at the site of the work. These records must contain the name, address, social security number of each such worker, his or her correct work classification, and hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof). The Contractor and each related subcontractor will make these records available for inspection, copying, or transcription by the Labor Compliance Officer (LCO) and will permit the LCO to interview employees during working hours on the site of the work.
6. The SDDOT will upon its own action, or upon written request of an authorized representative of the USDOL, withhold, or cause to be withheld, from the Contractor or related subcontractor under this contract, or any other contract with the same prime Contractor, as much of the accrued payments, advances, or guarantee of funds as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any related subcontractor, the full amount of wages required by the contract. In the event the Contractor fails to pay any laborer or mechanic, including any apprentice, trainee, or helper employed or working on the site of the work, all or part of the wages required by the contract, the LCO may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds under this contract or any other contract with the same prime Contractor until such violations have ceased.

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**Wage and Hour Division
U.S. Department of Labor (DOL)
200 Constitution Avenue, N.W.
Washington, DC 20210**

Davis-Bacon Act Wage Decisions
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide

Agency: U.S. DOL
Wage Decision Number: **SD20230032 SD1**
Counties: SD Statewide
Wage Decision Date: **03/10/2023 (Mod-0)**

*SUSD2023-001 01-11-2023

LABORERS

GROUP GL1

Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver;
Trucks under 26,000 GVW; Blue-top Checker; Materials Checker

GROUP GL2

Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender;
Special Surface Finish Applicator; Striping

GROUP GL3

Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with
attachments); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer

GROUP G02

Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self Propelled Roller (except Hot Mix);
Sheepsfoot/50Ton Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and
Power Spray units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw

GROUP G03

Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/ Excavators
20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY;
Rough Motor Grader; Self Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader;
Rumble Strip Machine

GROUP G04

Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels
30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck

GROUP G05

Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/ Derricks/Draglines/Pile
Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader;
Milling Machine; Bridge Welder

TRUCK DRIVERS

GROUP GT1

Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Trailer

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

<u>Rates</u>	<u>Fringes</u>
22.38	0.00
23.16	0.00
24.41	0.00
31.94	0.00
26.45	0.00
24.57	0.00
24.68	0.00
26.07	0.00
27.18	0.00
30.01	0.00
24.52	0.00
25.88	4.28
29.78	5.04

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award, pursuant to 29 CFR 5.5(a)(1)(ii); contractors are responsible for requesting SDDOT to secure necessary additional work classifications and rates.

*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate of all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Survey wage rates are not updated and will remain in effect until a new survey is conducted.

A COPY OF THIS DOCUMENT, COLORED TAN, MUST BE CONSPICUOUSLY POSTED AT THE PROJECT SITE

**Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

**Davis-Bacon Act Wage Decisions
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide**

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In the listing above, the "SU" identifier indicates the rates were derived from survey data. As these weighted average rates include all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of the survey on which these classifications and rates are based. The next number, 007 in this example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

For SDDOT Defined Work Classifications, please visit: <https://dot.sd.gov/doing-business/contractors/labor-compliance>

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION